DRAFT

REDACTED

16 May 1996

Mr. Nile Rodgers
Nile Rodgers Productions, Inc.
310 West 52nd Street
New York, NY 10019

REDACTED

Dear Mr. Rodgers:

Subject to the written approval of Philip Morris, Inc., this letter constitutes the agreement (the "Agreement") between Entertainment Marketing Communications International, Ltd., ("EMCI"), with offices located at 24 Richmond Hill Avenue, Stamford, Conn., on behalf of Philip Morris, Inc., with offices located at 120 Park Avenue, New York, NY, and Nile Rodgers Productions, Inc., with offices located at 310 West 52nd Street, New York, NY.

Nile Rodgers Productions, Inc. will arrange to have Nile Rodgers provide his services as producer to record and to complete those services on or before July 30, 1996, an original Extended Play ("EP") album with Ms. Eva LaRue (the "Artist"), comprising of no fewer than five original and existing songs for the exclusive use of Philip Morris, in conjunction with a promotion tentatively titled "Woman Thing Music", (the "Promotion"), conducted by Philip Morris and executed by EMCI on behalf of Philip Morris' Virginia Slims brand. Within the limits of the budget contained in the attached addendum, such production services of Mr. Nile Rodgers will include the following:

REDACTED

REDACTED

REDACTED

Pre-Production

a. Source and negotiate for music with songwriters, publishers, lyricists, etc.;
b. Source, negotiate and contract with musicians, vocalists, arrangers and programmers;
c. Source and negotiate for a studio, engineer and other necessary personnel;
d. Arrange and manage rehearsal time and recording sessions;
e. Direct and manage entire recording process;
f. Within established budget parameters, oversee all talent, production staff, studio, equipment and supplies;
g. Direct all scheduling and logistics;
h. Source, negotiate and contract with songwriter to commission the writing of an original composition to be entitled "It's A Woman Thing", to be included on EP and featured as a wholly separate entity in extended, remixed form as "Dance Mix" promotional CD single;

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DRAFT

Mr. Nile Rodgers
16 May 1996
Page Two

Production

a. Manage and oversee the entire recording process financially and creatively;
b. Manage and oversee all expenditures including talent, production staff, studio, equipment and supplies;
c. Manage all scheduling and logistics;
d. Manage all creative elements of the recording process;
e. Manage and oversee the album mixing process;
f. Manage and oversee the album mastering process;
g. Manage and oversee the dance single mixing and mastering process;

REDACTED

In return for the above services, EMCI, ~~on behalf of Philip Morris Inc.~~, agrees to pay Nile Rodgers a fee of fifty thousand dollars (~~$50,000~~). ~~subject to an additional payment of $25,000.00 pursuant to paragraph c below~~:

REDACTED

REDACTED

REDACTED

a. Twenty-five thousand dollars ($25,000.00), due upon execution of contract;

b. Twenty-five thousand dollars ($25,000.00), due upon completion of recording process;

c. Twenty-five thousand dollars ($25,000.00), upon delivery of finished masters of all five songs and dance mix single to EMCI on or before July 15, 1996;

Both parties agree to hold in strict confidence the terms and conditions of this letter and all information that may be disclosed, either orally or in writing, to each other by either party, its employees, agents or subcontractors in connection with, or incidental to the Promotion.

The confidentiality of disclosures initially made orally by either party or its employees or agents will be confirmed in writing upon the request of the other party in order to enable the parties to better identify proprietary or confidential information, but will be considered confidential if no such request is made.

This agreement shall be deemed to have been made in the State of New York, and its validity, construction and effect shall be governed by the laws of the State of New York.

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Mr. Nile Rodgers
16 May 1996
Page Three

This contract sets forth the entire agreement between us with respect to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this contract or any provision hereof shall be binding upon either party or Philip Morris, unless confirmed by a written instrument signed by both parties hereto. No waiver or any provision of this contract or any default hereunder shall affect either parties' rights thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

The term of this agreement shall commence with the date hereof and will continue through completion of all services to the satisfaction of Philip Morris.

REDACTED We may at our election assign this agreement or any of our rights hereunder, to PM.

Notwithstanding the foregoing, this agreement shall be assignable to Philip Morris in the event that Philip Morris and EMCI decide not to continue working together on this project pursuant to the agreement signed by those parties specifically regarding this project.

If this letter accurately reflects your understanding, please signify your acceptance by signing both originals and returning one to me.

Very truly yours,

Jay Coleman
President

ACCEPTED AND AGREED:

Nile Rodgers Productions, Inc.

By: _____

Title: _____

cc: Dennis Katz - Dennis Katz, P.C.
Budd Tunick - Nile Rodgers Productions, Inc.
Robert Brissette - EMCI
Steven Flanders - EMCI

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DRAFT

Mr. Nile Rodgers
16 May 1996
Page Four

Budget Addendum

EMCI, on behalf of Philip Morris, Inc., agrees to pay all recording costs and all musicians' costs, not to exceed the totals for each determined and agreed upon by EMCI and Nile Rodgers Productions, Inc. as outlined below:

Musicians: Fifty thousand dollars ($50,000 00), to pay for:

- All musicians, vocalists necessary to complete EP and dance single

Studio: Sixty thousand dollars ($60,000.00), to pay for:

- Multi-track, state-of-the-art recording facilities;
- All necessary support staff, including engineers and programmers;
- Supplemental outboard equipment and supplies;
- Remixing process for EP and dance mix single;
- Mastering process for EP and dance mix single;
- All related administrative costs

A&R: Current mechanical statutory rate of .0695¢ for each composition published

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